

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 31st day of October in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Lewis and Clark County
316 N. Park Avenue
Helena, MT 59623

and the Architect:
(Name, legal status, address and other information)

Slate Architecture, Inc.
1470 North Roberts St.
Helena, MT 59601

for the following Project:
(Name, location and detailed description)

Lewis and Clark County Detention Center Renovation
221 Breckenridge
Helena, MT 59623

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Fall 2018

.2 Substantial Completion date:

Fall 2019

§ 1.2.1 The Architect will be provided a copy of the Agreement between Owner and Construction Manager (AIA Document A 133-2009) and the General Conditions of the Contract for Construction, Supplemental Conditions, and any addenda, riders, or amendments thereto which together are included in the contract documents. The Architect will acknowledge that such documents have been reviewed and understands these references to the duties and responsibilities of the Architect contained therein. The Architect understands and acknowledges that the Owner has decided to utilize an alternative project delivery method for the Project, which it has determined to be based on a

Init.

General Contractor Construction Manager Contract between the Owner and Construction Manager at Risk ("Contractor", "Construction Manager" or "GC/CM").

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Architect shall notify the owner of any additional information which may require a schedule, services or compensation adjustment and the Architect shall not proceed further until written approval is provided by the Owner.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill generally exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to the Projects and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Projects are located.

§ 2.2.1 The Architect shall be responsible for the quality, technical accuracy, timely completion, and coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise any errors, omissions in its final Contract Documents, designs, drawings, specifications and other services contained in this agreement.

§ 2.2.2 The Architect shall be fully responsible for coordinating all Architect's Basic and Additional Services required under this Agreement regardless of whether performed by its own employees or by consultants hired by Architect to perform a portion of its services "(Subconsultants)". The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. Architect shall be responsible to Owner for the services furnished to Architect by any subconsultant to the same extent as if Architect had furnished the service itself. Architect also agrees to coordinate, and resolve any inconsistencies its work and the work of its consultants. All of Architect's contracts with his Subconsultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

§ 2.2.3 Architect acknowledges time is of the essence in this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

(Paragraphs deleted)

See Insurance Requirements Exhibit A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services unless specifically outlined in Article 4 as "Basic Services".

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Nothing herein shall relieve Architect of its responsibilities as set forth herein.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect intends that its designs, documents, and services shall conform to applicable federal, state, and local statutes, ordinances, and regulations governing the Project and the Work. The Architect agrees and acknowledges that this duty is non-delegable, and the Architect, by signing drawings or preparing drawings to submit for the purposes of building permits, certifies that it has taken every reasonable measure to ascertain the codes that are applicable to the Project. Nothing in this Agreement shall be construed to eliminate the Architect's responsibility for compliance of its designs, its documents, and its services provided with local, state, and federal statutes, and regulations, including, but not limited to, those that relate to hazardous materials relating to new construction on the Project, the intent of the Americans with Disabilities Act, and laws relating to public records and audit requirements.,

§ 3.1.7 The Architect shall assist in the preparation of the necessary bidding information, bidding forms, and other bidding materials for use in bidding portions of the Project and shall comply with all Montana laws relating to bidding and procurement.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and GC/CM, and request the Owner's approval/disapproval. The Architect shall present its preliminary designs at a public meeting of the Owners Board of County Commissioners.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and submit review comments in a timely manner to the Owner and GC/CM.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and the GC/CM. The GC/CM, with assistance of the Architect, will advise the Owner of any adjustments to the estimate of the Cost of the Work indicated by any changes in requirements, market conditions, or other factors. The Architect shall request the Owner's approval of the Design Development Documents.

§ 3.3.4 As part of the Schematic Design and Design Development phases, the Architect shall provide Design documents to the Construction Manager for the Construction Manager's input and advice on construction feasibility, alternate materials and equipment, as well as modifications to the documents to improve completeness and clarity.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the GC/CM will

provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and GC/CM; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and will include bidding requirements and sample forms for a construction project utilizing a GC/CM contract with a Guaranteed Maximum Price.

§ 3.4.4 The Architect shall review the estimate for the Cost of the Work developed by the GC/CM and submit comments in a timely manner to the project team.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective GC/CMs. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and the GC/CM in bidding the Project by:

- .1 attending any pre-bid conferences for prospective bidders;
- .2

(Paragraphs deleted)

- prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda;
- .3 attend any meeting for the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .4 the Architect shall assist the GC/CM in the preparation of the necessary bidding information, bidding forms, and bidding materials for use by the Construction Manager in the bidding such portions of the Project subject to the provisions of the Owner/Construction Manager Agreement, the Addendum thereto, and the General Conditions of the Contract and Supplemental Conditions; and
- .5 making a recommendation to the Owner with respect to the award of any portion of the project for which the Construction Manager submits a bid or proposal.

(Paragraph deleted)

§ 3.5.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

(Paragraphs deleted)

§ 3.5.4 The Architect shall comply with all Montana laws relating to bidding and procurement.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the GC/CM as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and GC/CM modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the GC/CM's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the GC/CM or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Construction Manager's operations, or as otherwise agreed by the Owner and the Architect in Article 12 which are of a frequency necessary, (1) to become knowledgeable about the progress and quality of the portion of the work completed and keep the Owner informed in writing about such progress and quality, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, (3) to determine if the Work is being performed in a manner indicating that the Work, when full completed, will be in accordance with the Contract Documents, and (4) to determine if the Work is proceeding in accordance with the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. The Architect shall participate in construction meetings no less than weekly to be attended by the Owner and Construction Manager and appropriate Subcontractors. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the GC/CM, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or GC/CM. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and GC/CM, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and GC/CM designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and GC/CM as provided in the Contract Documents.

§ 3.6.2.6 As a result of on-site observations, Architect shall keep the Owner regularly informed in writing of the progress and quality of the Work and shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO GC/CM

§ 3.6.3.1 The Architect shall review and certify the amounts due the GC/CM and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the GC/CM's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the GC/CM's right to payment, or (4) ascertained how or for what purpose the GC/CM has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the GC/CM's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the GC/CM's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the GC/CM's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. See section 4.3.3.1 for outline.

§ 3.6.4.3 If the Contract Documents specifically require the GC/CM to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the GC/CM that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the GC/CM in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall review properly prepared, timely written requests by the Owner or Construction Manager for changes in the Work, including adjustments to the Cost of the Work and/or Overall Budget or Project Completion Date. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, and do not increase the Cost of the Work or Overall Budget, the Architect may issue upon notice to the Owner an order for a change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.2 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Cost of the Work or the Overall Budget or Project Completion Date, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC/CM, if any, the Architect shall review the additional cost and time that might result from such change, including any additional costs attributable to Change in Services of the Architect. Upon the Owner's written approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Construction Manager.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the GC/CM and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the GC/CM; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the GC/CM of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the GC/CM, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the GC/CM: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the GC/CM under the Contract Documents.

§ 3.6.6.5 The Architect, accompanied by the Architect's Mechanical and Electrical Consultants and the Owner's Construction Representative, shall make one (1) complete inspection of the Work approximately eleven (11) months following the date of Substantial Completion of the Work. The Architect shall determine, based upon the Architect's professional opinion, whether the Work and all portions of the Work are in general compliance with the Contract Documents. The Architect shall report in writing to the Owner the findings of the inspection noting any areas of noncompliance and inform the Construction Manager of his obligations to remediate the noncompliant areas of the Work. When notified by the Construction Manager that all remedial Work has been satisfactorily completed, the Architect will re-inspect the remedial Work and report the findings to the Owner. The Architect is not, however,

obligated in any way to the Owner for the Construction Manager's performance under the terms of the Contract for Construction for completion of necessary remedial Work.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services unless specifically designated under article 4 as in basic services and may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and has been notified by the owner to perform such services, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming – in basic services. Already complete under separate agreement (Row deleted)	Architect	
§ 4.1.2 Multiple preliminary designs - This Additional work is provided	Architect	Exhibit B
§ 4.1.3 Measured drawings of existing facility as needed to complete the design.	Architect	Exhibit B
§ 4.1.4 Existing facilities surveys as needed to complete design	Architect	Exhibit B
§ 4.1.5 Site Evaluation and Planning as needed to complete design	Architect	Exhibit B
§ 4.1.6 Building Information Modeling	Architect Discretion	Exhibit B
§ 4.1.7 Civil engineering – Provided as basic service	Architect	Exhibit B
§ 4.1.8 Landscape design –	N/A	Exhibit B
§ 4.1.9 Architectural Interior Design – Provided as basic service	N/A	Exhibit B
§ 4.1.10 Value Analysis / Value Engineering – CTA Team - Provided as Basic Services.	Architect/GC/CM	Exhibit B
(Row deleted)		
§ 4.1.11 Detailed Cost Estimating - Provided as Basic Services.	Architect/GC/CM/ Owner	Exhibit B
(Row deleted)		
§ 4.1.12 On-site Project Representation (B207™–2008)	Architect Std.	Exhibit B
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings	Architect/GC/CM	Exhibit B
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/Data Design – coordinate Architectural design with Owner's technology design.	Architect/Owner	Exhibit B
(Row deleted)		
§ 4.1.21 Security Evaluation and Planning - Provided as Basic Services and coordinated with Owner.	Architect	Exhibit B
(Row deleted)		
§ 4.1.22 Commissioning – Fundamental	Owner	

§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services to meet established Schedule.	Architect	Exhibit B
§ 4.1.26	Historic Preservation – N/A	Not Provided	
§ 4.1.27	Furniture, Furnishings and Equipment Design assistance with specifications and counts	Architect/Owner	Exhibit B
§ 4.1.28	Zoning Approvals	N/A	
§ 4.1.29	Temporary Utility Service Facilitation –	Architect/Owner	
§ 4.1.30	Structural Seismic Analysis - Provided as Basic Services.	Architect	Exhibit B
§ 4.1.31	Presentation-Quality Computer Generated Images - Provided as Basic Services as needed.	Architect	Exhibit B
§ 4.1.32	Materials Testing - Owner (testing consultants)	Owner	
§ 4.1.33	Lead Paint and Asbestos Investigation N/A	Owner	
§ 4.1.34	Geotechnical Investigation –	Owner	Exhibit B
§ 4.1.35	Community Outreach and Board Meetings	Architect	Exhibit B
§ 4.1.36	Invasive Pests Investigation-	N/A	Exhibit B
§ 4.1.37	Food Service Design – Basic Service	Architect/Owner	Exhibit B
§ 4.1.38	Acoustic Analysis and Design -Provided as a - Reimbursable Expense.	N/A	Helena
§ 4.1.39	Energy Modeling	N/A	
§ 4.1.40	Survey -() –building only	Architect	
§ 4.1.41	Northwest Energy Business Partner Grants	Architect Consultant	
§ 4.1.42	GC/CM Interview Process -	N/A	

§ 4.2 Description of each Additional Service designated in Section 4.1 as the Architect's responsibility.

See Exhibit B

§ 4.3 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, or if the Architect's services are affected as described in Subparagraph 4.3.1. In the absence of mutual agreement in writing, the Architect shall, in writing, notify the Owner prior to providing such services. If the Owner deems that all or part of such change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services if such services are based on circumstances affecting the Architect's services. Except for a change due to the fault or negligence of the Architect, Change in Services of the Architect mutually agreed to or pursuant to 4.3.1 shall entitle the Architect to an adjustment to compensation pursuant to Paragraph 11.3, and to any Reimbursable Expenses described in Paragraph 11.8

(Paragraphs deleted)

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the GC/CM.
- .2 per 3.6.2.1 (as required) visits to the site by the Architect over the duration of the Project during construction.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within 18 months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 Based upon information provided by the Owner, the GC/CM and Architect and in consultation with each other and the Owner will assist in the periodic update to the Budget for the Project using the GC/CM's cost estimates, including that portion allocated for the Cost of the Work. An update shall be prepared at least once during each phase of the Architect's services, but not less than once every thirty days. The Owner shall not significantly increase or decrease the Budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the Budget or a portion of the budget, without the agreement in writing of the Architect to a corresponding change in the Project scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs deleted)

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Owner's failure or omission to give such notice shall not relieve the Architect of its responsibilities under this Agreement and the Owner shall have no duty of observation, inspection, or investigation.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the GC/CM and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and GC/CM, including the General Conditions of the Contract for Construction and any addenda, riders, or amendments thereto.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the GC/CM to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter the Architect's responsibilities hereunder and with respect to such documents or other matters.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include GC/CM's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the GC/CM's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

(Paragraph deleted)

§ 6.5 If at any time the estimate of the Cost of the Work and Budget exceeds the most recent estimate of the budget for the Cost of the Work as part of the Budget, the Architect and Construction Manager in collaboration with the Owner shall make appropriate recommendations to adjust the Project's size, quality or budget for the Cost of the Work and Overall Budget, and the Owner shall cooperate with the Architect and Construction Manager in making such adjustments.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are designated Instruments of Service. The Architect shall hold all copyrights in the Drawings, Specification, and other documents prepared by the Architect for this Project. However the Architect gives the Owner an irrevocable license to use and reproduce the Drawings, Specification and other documents prepared by the Architect for Completion of this Project in the event the Architect is terminated (a) for any reason, (b) if a dispute arises between the Architect and the Owner which results in a substantial delay in the progress of the Project, or (c) for any additions, alterations, modifications or other work to the Project after completion of the Project. This license is for the benefit of the Owner and its assigns and permits the Owner to retain other architects, engineers, and design professionals who may use the Drawings, Specifications, and other documents for such purposes. Architect shall not be responsible for any alterations or modifications to the Instruments of Service if used by the Owners or architects, engineers or design professionals employed by the Owner other than the Architect. If the Architect rightfully terminated this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. The Architect shall not use or allow to be used the drawings, specifications, and reports or the unique aspects of this project for any other project, without the prior written approval of the Owner. The Architect may re-use standard specification texts and details.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

(Paragraph deleted)

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation or binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, litigation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered by certified mail or by service in a manner provided by applicable state and federal law, to the Owner or Architect, and to the Agreement, such other parties as are necessary for resolution of all claims. The parties may, but are not obligated, to agree that mediation shall be conducted by the rules and procedures to which they and their selected mediator (s) agree or, in the absence of such agreement, the guidelines set forth in the rules and procedures in the American Arbitration Association Construction Arbitration Rules and Mediation Procedures. The request for mediation may be made concurrently with the filing of a complaint or other appropriate demand, but in such event, mediation shall proceed in advance of litigation of other proceeding and the parties shall stipulate that proceedings other than mediation shall be stayed pending mediation for

a period of not less than 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The mediator's fee and any filing fees shall be paid in equal shares by the parties to the mediation. The mediation shall be held at a place and time agreed to by the Owner and Architect. In the event they cannot agree, then the mediator shall designate the place and time for the mediation. Agreements reached in mediation shall be enforceable as settlement agreements shall be filed in the First Judicial District Court of the State of Montana.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraph deleted)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)
- ☒ Litigation in the First Judicial District Court of the State of Montana

(Paragraphs deleted)

§ 8.2.5 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provision of this Agreement shall be file in the First Judicial District Court of the State of Montana. It is understood that any suit filed to enforce any provisions of this Agreement Montana law shall be applied.

§ 8.2.6 The Architect agrees to indemnify, defend and hold harmless the Owner and its trustees, officers, agents, and employees from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney fees) but only to the extent that such liability damages, losses and costs are caused by the negligence, recklessness, or intentional misconduct of the Architect or those for whom the Architect is legally liable in rendering professional services under this agreement. The Architect is not obligated to defend, indemnify or hold harmless the owner, or its trustees, officers, agents and employees, from liability, damages or costs alleged to arise from the acts, omissions, or misconduct of the Owner, anyone from whom the Owner is responsible, or any third party for whom the Architect is not legally liable. The Architect's obligations to indemnify, defend, and hold harmless the Owner and its trustees, officers, agents, and employees shall include any claims, actions, liabilities, losses, damages, costs and expenses (including but not limited to attorneys' fees) arising from a claim or lien asserted by one of the Architect's Subconsultants for non-payment by the Architect to that Subconsultant after owner has made payment to Architect on account of that Subconsultant's work.

The Owner agrees to indemnify, defend and hold harmless the Architect, and its members, partners, principals, shareholders and employees, from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney's fees) but only to the extent caused by the negligence, recklessness, or intentional misconduct of the Owner or those for whom the Owner is legally liable. The Owner is not obligated to defend, indemnify, or hold harmless the Architect, or its members, partners, principals, shareholders and employees, from liability, damages or costs alleged to arise from the acts, omissions, or misconduct of the Architect, anyone for whom the Architect is responsible, or any third party for whom the Owner is not legally liable.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performances of services under the Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) day's written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for the delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if agreed to by the Owner.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen (14) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, reasonable profit margin for work performed prior to termination, together with Reimbursable Expenses.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction and any addenda, riders, or amendments thereto.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect will promptly notify the Owner if the Architect has reason to believe such materials or substances exist.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 "If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary", the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) in the event disclosure of such information is ordered by a Court of competent jurisdiction."

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

See Exhibit B

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

See Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

See Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraph deleted)

- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures.
- .11 Under no circumstance shall reimbursable expenses exceed the amount of estimated reimbursable expenses outlined in the most recent Budget for the Project.
- .12 See Exhibit B for outline reimbursable expenses any additional reimbursable expenses will only be approved in writing from the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants for additional services that require coordination within the design documents, plus percent (%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero (0)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

10 % ten per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to GC/CM for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.5 Promptly upon receipt, the Owner shall review the Architect's application for payment. If the Owner disputes in good faith all or any portion of any statement, Owner shall notify Architect within thirty (30) days of receipt of the disputed statement. Such notification shall clearly indicate that portion of the statement which the Owner disputes or for which the Owner claims a setoff and shall include a reasonably detailed explanation of the reasons for disputing such portion or for the setoff respectively. Any statement or portion of a statement not approved by the Owner in the manner and within the time period set forth above shall be paid by Owner within thirty (30) days of receipt; provided,

that such payment shall not act as Owner's waiver of any claims that may be asserted against Architect for the performance of defective or deficient services. The Owner shall not be required to make payment to the Architect on account of any amount disputed in good faith by the Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due the Architect under this Agreement until the matter is so resolved by the parties. If the resolution of the matter indicates that the Architect is entitled to be paid all or any portion of such disputed amount, then such amount to be paid to the Architect shall be due and payable within ten (10) days after resolution of the matter.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Approval by the Owner of plans, studies, designs, specifications, reports and incidental work furnished hereunder shall not in any way relieve the Architect of responsibility for the technical adequacy of its work. The Owner's approval or acceptance of, or payment for, any of the Architect's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

§ 12.2 The Architect represents that it is financially solvent, able to pay its debts as they mature, and possess sufficient working capital to complete the Services and perform its obligations under this Agreement and under the Contract Documents. The Architect further acknowledges and represents that the Owner is relying on the Architect's representation that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement.

§ 12.3 The Architect without the Owner's knowledge and consent shall not engage in any activity, or accept any employment, interest or contribution, that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following: N/A

- .3 Other documents:

Exhibit A; Insurance Requirements
Exhibit B; Architectural & Engineering Fee Schedule and Hourly Rate Sheets
Exhibit C; Original RFQ for design services

This Agreement entered into as of the day and year first written above.

OWNER


(Signature)

Andy Hunthausen, Chairman

ARCHITECT


(Signature)

Scott W. Cromwell, AIA, Vice President

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Board of County Commission

Andy Hunthausen, Chair
(Printed name and title)

Slate Architecture, Inc

Scott W. Cromwell, Vice President
(Printed name and title)

October 22, 2018

Ms. Audra Zacherl, Asst. Public Works Director
Lewis & Clark County
3402 Cooney Drive
Helena, MT 59601

EXHIBIT B

Subject: Fee Proposal – Lewis & Clark County Detention Center Remodel (Schematic Design, Design Development, Construction Documents, and Construction Administration)

Audra:

We are pleased to submit this proposal for the design of the renovation of the Lewis & Clark County Detention Center. This fee proposal provides for *Schematic Design, Design Development, Construction Documents, Construction Administration and Post Construction Services* for architectural and engineering services.

Enclosed please find our professional fee proposal. This proposal includes Schematic Design through the Construction phase. The design team will submit the plan set to the City of Helena Building Department on your behalf for review and answer any questions the code review may raise. Please refer to the following pages for a breakdown of what each scope of work and deliverable will be for the phase.

The scope of services and associated fee amount outlined ensure adequate time is applied to each phase of work and all aspects of the process are appropriately covered. Please sign and return one copy to our office for our files.

If you have any questions, please do not hesitate to contact me at 406.457.0360 or scottc@slatearch.com.

Sincerely,
Slate Architecture

Scott W. Cromwell, NCARB, AIA, LEED AP^{BD-C}
Principal Architect





Project Description:

The project is three level + mezzanine, interior renovation of the existing Lewis & Clark County Detention Center located in Helena, MT. Based on the approved Programming Document created in conjunction with the Lewis & Clark County Sheriff's Office and Lewis & Clark County Public Works, the remodel consists, generally, of the conversion of the lower level Emergency Operations Center (EOC) to Booking and Holding; the main level current HPD and LCSO offices to full detention (cells and dorm) with limited public access; and the upper level to cells and dorm space also with limited public access. Kitchen facilities including additional cooler space will be placed on the lower level. Medical facilities will be located on the main level and laundry facilities on the upper level.

Proposal Scope:

The scope of this proposal consists of providing professional design development, construction documents, and construction administration for the above-described project.

Architectural Scope of Services:

Schematic Design

- Refine and develop floor plan options based on plans created during Programming phase;
- Prepare an approval/sign off set of Schematic Design Documents;
- Modifications to the design after approval could result in additional fees;
- Total of three (3) meetings during this phase.

Design Development Phase

- Define floor plans, elevations, preliminary finishes;
- Outline mechanical, electrical and plumbing systems;
- Coordinate design with GC/CM to develop building pricing;
- Prepare an approval/sign off set of Design Development Documents;
 - Modifications to the design after approval could result in additional fees;
- Includes five (5) on-site design meetings.

Construction Document Phase (for each phase listed above)

- Prepare final plans, elevations, sections, and architectural details sufficient for subcontractor bidding and construction;
- Coordinate engineering plans, diagrams, schedules and specifications for structural, mechanical, plumbing, electrical and security disciplines sufficient for bidding and construction;
- Prepare an approval/sign off set of Construction Documents (drawings and specifications);
 - Modifications after approval could result in additional fees.
- Total of eight (8) on-site construction document meetings during this phase.

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Bidding/Permitting Phase

- Submit plans/specifications to City of Helena Building Department for review and respond to any review comments as necessary;
- Assist General Contractor (GC) with questions from subcontractors/vendors during bidding;
- Prepare responses to RFI's and issue addenda as required;
- Prepare "Issued for Construction" documents to incorporate all addenda and post-bid revision items;
- Total of one (1) pre-bid walk through meeting during the bidding phase.

Construction Administration Phase

- Assist the GC with potential subcontractors' questions;
- Review/approval of shop drawings and submittals
- Respond to questions and Requests for Information (RFI's) from (sub)contractors;
- Assist the Owner during construction and provide progress inspections by each discipline;
- Provide substantial/final completion punch list at conclusion of project;
- Thirty-six (36) Owner/Architect/Contractor (OAC) job site meetings during this phase;
- One (1) Substantial Completion punchlist and one (1) Final Acceptance meeting for each floor for six (6) total meetings; and
- One (1) 11-month Warranty walk through

Mechanical / Electrical / Plumbing (MEP) and Security Scope of Services:

Mechanical/Plumbing Engineering scope of services

- HVAC updates/modifications to existing system to suit needs of remodel;
- Plumbing to include sanitary sewer, water and new water service, standard grade commercial plumbing fixtures for restrooms, security fixtures for detention, kitchen equipment connections to kitchen plumbing fixtures, natural gas line and new service;
- Owner directed design changes made after final design review and approval of owner will be considered additional services.

Electrical Engineering scope of services

- Electrical to include new power distribution for renovation, interior lighting, egress lighting, emergency lighting, and exterior lighting/power.


Security scope of services

- Coordinate all security electronics functions and operations with owner and electrical engineering.

Bidding and Permitting (MEP/S Disciplines)

- Review and response required as a result of plan reviews by the Authority Having Jurisdiction; and

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- o Bidding services are included but limited answering questions via phone and e-mail for interested contractors.

Construction Administration (MEP Disciplines)

- o Review of shop drawings;
- o Respond to contractor questions or requests for clarification of drawings;
- o Available for weekly OAC meetings via phone conference call or on-site as needed;
- o Provide On-site inspections and final inspection during construction; and
- o Project closeout including reviewing O&M manual

Structural Engineer Scope of Services:

- o Framing design and details to support exterior perimeter wall and interior wall reinforcement;
- o Structural Drawings
 - Fully detailed structural Construction Document plan set
 - Coordination Meetings;
 - Coordination meetings with Slate Architecture as required.

Construction Administration Services

- o RFI responses and ASI generation;
- o Standard submittals and shop drawing review are included in the scope of services reflected in this proposal; and
- o Site visits are included in the construction administration scope of services.

Civil Engineer Scope of Services:

- o Standard details – includes generator pad, pavement, parking stall layout adjustments (if necessary), sign mounting, curb and gutter (if necessary); and
- o Respond in writing and make any associated drawing changes, to any permit review generated comments pertaining to the scope of work.

Construction Administration Services

- o Review any submittals pertaining to the site/civil work for conformance to the civil construction drawings;
- o Perform one (1) site visits– as needed during construction; and
- o Answer any questions or RFI's about the site/civil design during construction.

Project Fee:

Slate Architecture proposes a lump sum fee of **\$597,643.00** for the above project scope and work scope. The proposed start date is immediate. This fee can be roughly broken down into the following disciplines and phases of work:

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Discipline	Schematic Design	Design Development	Contract Documents	Bidding / Permitting	Contract Administration	Post Occupancy	TOTAL
Architecture	\$33,466.00	\$100,397.00	\$129,679.00	\$16,733.00	\$104,580.00	\$8,366.00	\$393,221.00
HVAC / Plumbing Engineering	\$7,495.00	\$20,562.00	\$50,324.00	\$3,212.00	\$23,775.00		\$105,368.00
Electrical Engineering	\$5,092.00	\$11,711.00	\$29,913.00	\$1,909.00	\$12,729.00		\$61,354.00
Structural Engineering	\$4,500.00	\$7,500.00	\$15,800.00	\$1,000.00	\$5,000.00	\$1,200.00	\$35,000.00
Civil Engineering		\$800.00	\$1,200.00	\$200.00	\$500.00		\$2,700.00
Totals	\$50,553.00	\$140,970.00	\$228,916.00	\$23,054.00	\$146,584.00	\$9,566.00	\$597,643.00

Additional Services

While not part of the general scope of a project, these Additional Services are necessary for the Lewis & Clark County Detention Center Remodel project. The cost of the Additional Services is in addition to the above project fee. The Additional Services are as follows:

Structural Investigation:	\$ 5,000.00
Physical Security:	\$30,000.00
Security Electronics:	\$71,891.00
Generator	\$ 5,400.00
Total	\$112,291.00

Any additional option services, agreed to in writing, will be invoiced at the following hourly rates:

Principal	\$140.00/hour
Architect	\$120.00/hour
Project Manager	\$105.00/hour
Intern	\$ 80.00/hour
Interior Designer	\$ 80.00/hour
Drafting Technician	\$ 80.00/hour
Clerical	\$ 50.00/hour

These rates are to remain consistent for the duration of this project. Billing will occur monthly.

Reimbursable Expenses:

Traditional reimbursable items include mileage, shipping and deliveries and reproduction expenses and are billed, actual, in addition to the project fee. For your project, these reimbursable items are *estimated* to be \$4,000.00 with the bulk of this cost associated with the production of documents. The breakdown is as follows:

- Media and reproduction costs are estimated at \$4,000.00 but will be billed actual.

- Travel to site – (55 visits are included in proposal. This is for additional trips if requested/ necessary.)

- o 6 miles * \$0.54 = **\$3.24**
- o 1 hours of on-site time = **\$140.00**
- o .33 hours of travel time (\$120/hr. reduced rate) = **\$39.60**
 - Total trip cost: **\$183.00/trip**

Reimbursable expenses for Integrus Architecture: **\$19,653.00**

Reimbursable expenses for IMEG:

- Mechanical Engineering: **\$800.00**
- Security Engineering: **\$5,600.00** (includes one (1) trip to security electronics manufacturing for production oversight).

Exclusions from Scope of Services:

The following services are available but are not included in this proposal:

- Complete Fire Sprinkler System Design (Performance Based only with full specification and review)
- Commissioning upon completion
- Site Survey
- Modeling of Building for IECC compliance
- Design of data/communications/phone systems (beyond coordinating locations for devices with owner)
- Hazardous Material Identification and Abatement
- Landscape Design
- Permits and Fees
- Building Department or other Regulatory Agencies preparation, filing and meetings
- Record Drawings (As-Built drawings will be collected from contractor organized and reviewed for order).
- Physical Testing and Balance (T&B) of Mechanical Systems (Specification included in design).

Approval:

By:


Slate Architecture, Inc.

October 22, 2018

Date

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**REQUEST FOR QUALIFICATIONS
PROFESSIONAL DESIGN SERVICES
Detention Center Remodel Project**

March 2018

Lewis and Clark County (County) is seeking professional design services for the Detention Center Remodel Project (Project). The Law Enforcement Center located at 221 Breckenridge Avenue was built in 1984 with a capacity of 58 beds. The current bed capacity is 80 with an average daily population typically above 90 inmates. The facility does not meet current needs which impact the safety of inmates, staff and the general public. Voters approved a \$6.5 million general obligation bond to transform all three floors of the Law Enforcement Center into detention space. This Project will increase the capacity to 156 beds. A levy to operate the facility was passed in November 2017.

The purpose of this Request for Qualifications (RFQ) is to solicit a qualified architectural/engineering firm to assist in the programming, planning, design, and public solicitation for construction and construction administration for the Project. The selected candidate will contract with the County and work closely with the Project team.

The County will review submitted Statement of Qualifications (Proposals) according to the criteria contained within this request. The award will be made to the most qualified candidate whose Proposal is deemed most advantageous to the County, all factors considered. Unsuccessful candidates will be notified immediately after the selection process is completed. Proposals that are deemed incomplete by the selection committee will not be processed.

The County reserves the right to reject any and all Proposals deemed unqualified, unsatisfactory, inappropriate or incomplete. Proposals become the property of the County. The County is not responsible for paying costs associated with preparing a Proposal.

Project Requirements

The Project will require the following services from the selected candidate:

1. Develop and finalize programming requirements.
2. Provide cost estimates throughout design – schematic design, design development, and construction documents.
3. Provide renderings and 3D modeling as needed.
4. Participate in public outreach.
5. Support stakeholder entities.
6. Participate in County planning exercises.
7. Participate in presentations to the public and the Board of County Commissioners.
8. Meet established budgets using responsible design practices;
9. Perform detailed planning, design, and phasing.
10. Coordinate permitting through all authorities having jurisdiction.
11. Assist the County with public bidding on an Alternative Project Delivery Contract.
12. Provide construction administration.

Expectations (but not limited to)

1. Provide regular updates to the County.
2. Produce, update, and provide the County a complete Plans Specifications and Estimates Package.
3. Perform services in cooperation with the County's Owners' Representative.
4. Provide written record of all substantive project communications and actions.
5. Provide guidance and input on selecting the General Contractor Construction Manager (GCCM).
6. Provide guidance to the project team on construction issues such change orders, schedule adjustments, and other items that may develop during the course of the project.

Submittal Requirements

Proposal responses should be kept as succinct as possible. An unnecessarily elaborate Proposal beyond that which is sufficient to present a complete and responsive Proposal is not desired and may be construed as an indication of the Candidate's lack of cost consciousness as well as a disregard for the County's review time. Elaborate artwork and expensive paper, expensive visual or other presentations are neither necessary nor desired. Visual appearance of the Proposal will not contribute toward the evaluation of the submission. The Candidate's legal name, address, telephone number and Federal Tax Identification Number shall be included within the Proposal.

Proposals shall follow the outline below. Please separate each section with dividers or tabs using appropriate section labels.

1. Cover letter.
2. Description of Candidate's relevant experience:
 - a. Identify completed or ongoing projects of similar size and scope. Include project budget and actual constructed cost.
 - b. Provide a comprehensive list of ALL jail/detention center facility projects completed or begun within the last ten years, including contact information.
 - c. Identify specific experience with programming, design, and GCCM process.
 - d. Demonstrate knowledge of current Montana Correctional Standards;
 - e. Demonstrate ability to execute best practices of the American Correctional Association "Core Jail Standards".
 - f. Identify past experience working for the County.
 - g. Demonstrate ability to adhere to schedule requirements.
3. Team Members:
 - a. Identify the individual who will be the main point of contact for the duration of the project.
 - b. Identify proposed team members. List experience and responsibilities of each team member. Include individual resumes in this section. Limit resume content to project specific information only.
4. Current and projected work load.
5. Acknowledgement that candidate and its agents will be required to undergo a criminal background check to work on the project site.

Each candidate submitting a Proposal shall submit six (6) paper copies and one (1) digital copy in PDF format on a flash drive in a **sealed envelope** prominently marked with:

1. "Proposal for Detention Center Professional Design Services"
2. April 17, 2018 at 4:00 p.m.
3. Name of the organization submitting the Proposal

Submit to: Lewis and Clark County Commissioners
 316 N. Park Avenue, Room 345
 Helena, Montana 59623

Submissions received after the Submittal Deadline as indicated in the project schedule will not be accepted.

Selection for Award

Qualified candidates will be assessed and ranked in order by a committee designated by the County using the Assessment Scoring section of this request. Proposal scores will be the only basis for selecting candidates to interview. The candidates with the highest numeric scores will be invited to interview with the County selection committee. An invitation to interview will be sent out to the candidates with the highest Proposal submittal scores, unless the County chooses to not engage in interviews as explained herein. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the Proposal responses and to introduce key members to the team. Interview scores will serve as the sole basis for selecting a successful candidate.

After interviews, the County will then begin contract negotiations with the highest ranking candidate. Candidates will be notified of the ranking as soon as practicable following the interviews. Unsuccessful candidates will be notified immediately after the selection process is completed.

If the negotiations with the highest ranking candidate are unsuccessful, negotiations will be formally terminated by the County and started with the second ranked candidate, and so forth in this manner until a suitable agreement with a candidate can be reached and finalized.

Depending on the number and quality of the submittals received, the County may choose to select the highest ranking candidate based on the submittal information alone, and may decline to conduct the interview stage of the selection process.

The County reserves the right to select any or reject any and all Proposals in the best interest of the County. The County also reserves the right to pre-qualify any or all candidates or reject any or all candidates as unqualified, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional qualifications. The County also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

Assessment Scoring

Selection Criteria	Maximum Points Possible
1. Relevant Experience: <ul style="list-style-type: none">• Response demonstrates experience in programming and designing detention facilities.• Response clearly demonstrates knowledge of current Montana Correctional Standards.• Response shows experience in executing best practices of the American Correctional Association "Core Jail Standards".	35 Points
2. Recent and current work for the County: <ul style="list-style-type: none">• Response describes current or previous work for the County.	5 Points
3. Team Members: <ul style="list-style-type: none">• Response shows Project staffed with qualified and experienced personnel.• Response demonstrates team has previously worked together on projects of similar size and scope.	25 Points
4. Capability to meet project budget requirements on time: <ul style="list-style-type: none">• Response indicates candidate has the time and capacity to meet schedule requirements.• Response outlines current and projected workload.• Response demonstrates ability to design in consideration of and adhere to project budget.	20 Points
5. Local Professional Resources Utilized: <ul style="list-style-type: none">• Response details local professional resources.	10 Points
6. Current and Projected Work Load: <ul style="list-style-type: none">• Response indicates candidate has the time and capacity to meet schedule requirements.	5 Points
Total Points	100 Points

Schedule:

RFQ Advertised	March 25, April 1, and April 8, 2018
Proposal Submittal Deadline	4:00 PM (MST), April 17, 2018
Proposals Reviewed by Committee	April 18, 2018
Tentative Interview Date	April 26, 2018
Candidates Notified of Selection	On or before April 30, 2018

Submissions received after the **Proposal Submittal Deadline** as indicated in the schedule will not be accepted.

Candidates wishing to obtain further project information, tour facilities, or otherwise enhance their understanding of the project may do so by appointment. All official communication with candidates and questions regarding this RFQ will be via email to the contact listed below.

Audra Zacherl, Assistant Director
Lewis and Clark County Public Works
3402 Cooney Drive, Helena Montana
(406) 447-8035
azacherl@lccountymt.gov

The Law Enforcement Center (LEC) Feasibility Study was created in 2016 and can be found at: <https://www.lccountymt.gov/bocc/public-safety-initiative.html>.

This RFQ shall not commit the County to enter into any agreement, or to procure or contract for any supplies, goods or services. The County is not responsible for cost incurred in preparation of this Proposal. Proposals will not be returned and will become the property of the County once submitted, and may be publically shared. By submitting a Proposal, candidates agree to the terms and conditions of the RFQ. The County will negotiate terms with the successful candidate prior to commencement of work. By offering to perform services under this RFQ, candidate agrees to be bound by the laws of the State of Montana.

END of this RFQ